

April 30, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**ASSIGNMENT AND ASSUMPTION AGREEMENT AND
NOTICE OF DESIGNATED OFFEREE FOR EAST CANYON
(FIFTH DISTRICT) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Adopt and instruct the Chairman to sign the Assignment and Assumption Agreement and Notice of Designated Offeree ("Agreement") between Browning-Ferris Industries of California, Inc. (BFI), the Mountains Recreation and Conservation Authority (MRCA), and the County to effect the assignment of East Canyon to MRCA and to preserve the subject property for open space and recreational uses.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On October 28, 1992, the County and BFI entered into an Offer of Dedication and Agreement for East Canyon, (507 acres), as open space for the purpose of wildlife preservation and park and recreational use. The Offer allows the County to designate any public agency as an Alternate ("Designated") Offeree. The Offer also provided for riding and hiking trail dedications to the satisfaction of the Director of Parks and Recreation.

The Agreement:

- Designates MRCA as the Designated Offeree under the Offer.
- Provides the County with a first right of refusal to accept the Property for \$0 in the event MRCA decides to transfer the property to a third party, other than the Santa Monica Mountains Conservancy. The County will have the right to accept the first right of refusal at its sole discretion.

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- Requires BFI and MRCA to execute a perpetual Irrevocable Offer of Dedication for those portions of land to be used as public trails for riding and hiking, and other non-motorized recreational uses. The County will have the option to accept the Irrevocable Offer of Dedication at its sole discretion including to give the County the option to assure that the trails remain open to the public.

Implementation of Strategic Plan Goals

The recommended action implements the following goals of the County Strategic Plan: (1) Organizational Effectiveness and Service Excellence: the recommended action is a collaborative partnership between the private sector and two public agencies, the MRCA and the County of Los Angeles. Through this partnership, an open space area with riding and hiking trails is being dedicated and maintained as a service to, and for the continued use of the public. (2) Fiscal Responsibility: Assignment of the dedicated open space and trails to the MCRA provides the most cost-effective means of maintaining the property for the public's use.

FISCAL IMPACT/FINANCING

There will be no fiscal impact to the County related to execution of the Agreement. The maintenance of East Canyon open space, including the riding and hiking trails will be the sole responsibility of the MRCA.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement will:

- Obligate MRCA to maintain East Canyon for open space, wildlife preservation, and recreational uses.
- Designate MRCA as the Designated Offeree for acceptance of the Property under the Offer.

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- Obligate MRCA to maintain a riding and hiking trail over the Property.

The Office of County Counsel has approved the Agreement as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on County services resulting from execution of the Agreement. Should the MRCA accept the Offer of Dedication, it will enhance recreational opportunities for the public, create an essential riding and hiking trail connection with the County's Gavin Canyon Trail System, and preserve wildlife areas in the County.

ENVIRONMENTAL DOCUMENTATION

The transfer to the MRCA of the County's right to accept BFI's Offer of Dedication is not subject to the California Environmental Quality Act because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Should the MRCA accept the Offer of Dedication, it would have to prepare the appropriate environmental documentation for that action.

CONCLUSION

The exhibits to the Agreement are available for public review at the Executive Office, Clerk of the Board.

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The Chief Administrative Office is filing four signed Agreements, and accompanying exhibits (three exhibits per Agreement). One Agreement with the exhibits should be retained by the Executive Office, Clerk of the Board and the other three Agreements with exhibits should be returned to the Chief Administrative Office, Office of Unincorporated Area Services and Special Projects for distribution to the appropriate parties.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:LS
MKZ:DSP:os

Attachment

c: Assessor	(Agreement only, no exhibits)
County Counsel	(Agreement only, no exhibits)
Director and Chief Medical Officer of Health Services	(Agreement only, no exhibits)
Director of Parks and Recreation	(Agreement only, no exhibits)
Director of Public Works	(Agreement only, no exhibits)
Planning Director of Regional Planning	(Agreement only, no exhibits)
Browning-Ferris Industries	(Agreement only, no exhibits)
Mountains Recreation and Conservation Authority	(Agreement only, no exhibits)

**RECORDING REQUESTED
BY:**

Chicago Title Company

WHEN RECORDED MAIL TO:

Los Angeles County
Department of Public Works
900 South Fremont Avenue
Alhambra, California 91803
Attention: Greg Kelley

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

This document is exempt from recording fees
pursuant to Section 27383 of the Government
Code

**ASSIGNMENT AND ASSUMPTION AGREEMENT
AND NOTICE OF DESIGNATED OFFEREE**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT AND NOTICE OF DESIGNATED OFFEREE ("Agreement") is entered into this _____ day of _____, 2002, by and among the COUNTY OF LOS ANGELES, a body corporate and politic ("County"), BROWNING-FERRIS INDUSTRIES OF CALIFORNIA, INC., a California corporation ("BFI"), and the MOUNTAINS RECREATION AND CONSERVATION AUTHORITY, a joint exercise of powers authority established pursuant to Government Code Section 6500, *et seq.* ("MRCA").

RECITALS

WHEREAS, County and BFI entered into that certain Offer of Dedication and Agreement dated as of October 28, 1992, recorded in the Official Records of Los Angeles County, California, on October 29, 1992, as Instrument No. 92-1996192, attached hereto and made a part hereof as Exhibit A (the "Original Offer"); and

WHEREAS, the Original Offer, among other things, provides for the dedication by BFI of certain property ("Property") described in the Original Offer in favor of: i) the County or ii) a public agency designated by the County as an alternate Offeree (the "Designated Offeree"); and

WHEREAS, the Property includes: i) East Canyon (as defined in the Original Offer) in fee (restricted, as set forth in the Original Offer, to open space, wildlife preservation, and recreational uses); ii) an easement over the Perimeter Area (as defined in the Original Offer) for access and open space; and, iii) an access easement over the Extension Site (as defined in the Original Offer).

WHEREAS, the parties desire to designate MRCA as the Designated Offeree, pursuant to Section 7A of the Original Offer for the purpose of accepting the Property as public recreation and open space; and

WHEREAS, the County desires to reserve the option to assure the long-term use of certain trails ("Trails") over the Property and over a portion of adjacent land of the MRCA for riding, hiking, and non-motorized recreational uses by means of an Irrevocable Offer of Dedication (as defined below) in favor of the County; and

WHEREAS, MRCA desires to accept the designation as the Designated Offeree under the Original Offer; and

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, County, BFI, and MRCA agree as follows:

AGREEMENT

1. In accordance with Section 7A of the Original Offer, the County hereby designates MRCA, having an address of 5810 Ramirez Canyon Road, Malibu, California, 90265 as the Designated Offeree. In connection therewith, the County hereby assigns and transfers to MRCA, and MRCA hereby accepts, all of County's right, title and interest under the Original Offer, on an "as is" condition.
2. In accordance with Section 7D of the Offer, subject to the terms of this Agreement, MRCA hereby assumes any and all of County's obligations under the Original Offer, accepts the Original Offer, and agrees to be bound by all of the terms, conditions, restrictions, exclusions, reservations and use covenants for the Property as provided in the Original Offer.
3. BFI acknowledges and consents to the forgoing assignment and assumption, accepts MRCA as the Designated Offeree, and relieves and releases the County of any and all obligations under the Offer, provided, however, that in the event that the County acquires an interest in the Property, then, subject to the provisions of this Agreement and to the extent of the County's interest, BFI and the County agree to be bound by all of the terms, conditions, restrictions, exclusions, reservations and use covenants for the Property as provided in the Original Offer with respect to the interest in the Property which it has acquired.

4. Notwithstanding the provisions of paragraphs 1 through 3 above, County does not: i) represent or warrant the condition of the Property, including, without limitation, title to the Property; or ii) warrant in any manner whatsoever the conveyances under the Original Offer or under this Agreement. MRCA is deemed to have performed any and all necessary investigations relating to the Property and the Original Offer without relying on any representations by the County in accepting the conveyance subject of this Agreement.

5. BFI and MRCA shall each execute and BFI shall record, in accordance with paragraph 7 below, a duly executed and authorized Irrevocable Offer of Dedication in favor of the County, substantially in the form attached hereto as Exhibit B (the "Irrevocable Offer of Dedication"), which affects that certain portion of the Trails designated as Strip # 4 - Continuation of "Saugus to the Sea Road" and Strip # 5 - Continuation of "Weldon Canyon Road, BFI Sunshine Canyon Nature Trail Easements - Strip # 1 and Strip # 2 "Weldon Canyon Road," Strip # 3, "Saugus to the Sea Road," "Strip # 7A" and "Strip # 7C." Unless exercised by the County, the Irrevocable Offer of Dedication is intended to be perpetual in nature. Therefore, if the Irrevocable Offer were to become invalid or expire upon written notice by County, MRCA, BFI, and their successors or assigns would take all reasonable steps to grant the County an interest in the Property equivalent to the Irrevocable Offer of Dedication.

6. BFI shall immediately execute a grant deed, substantially in the form attached hereto as Exhibit C (the "Grant Deed") and deliver the same to the MRCA. MRCA shall in turn execute and deliver to BFI a certificate of acceptance accepting the Grant Deed so as to enable the Grant Deed to be recorded as set forth in the immediately following paragraph 7 below.

7. Upon receipt of duly executed documents but in no case after sixty (60) calendar days from the date of this Agreement, BFI shall: i) take all necessary steps to record this Agreement, the Grant Deed and the Irrevocable Offer of Dedication; and ii) provide the County and MRCA with conformed copies of these documents.

8. Without relieving MRCA of any obligation and notwithstanding any other remedy available to the parties in law or in equity, in the event MRCA fails to accept the executed and notarized Grant Deed to the Property, after delivery, as provided in paragraph 6 above, this Agreement and any and all of MRCA's rights hereunder shall terminate, including, without limitation, terminating the County's designation of MCRA as the Designated Offeree under the Original Offer.

9. Following the transfer of the Property to MRCA and consistent with the provisions of the Original Offer and the Property's resources, including its topography and habitat, the

Property shall remain open to the public for riding, hiking, and other non-motorized recreational uses.

10. Following the transfer of the Property to MRCA, MRCA shall cooperate with the County in programming the use for the Property. MRCA shall provide access to the Property to organized groups for remote camping and nature studies on a permit basis to the extent public funding becomes available for such programs and the necessary facilities. At MRCA's sole cost and expense, MRCA shall sponsor and pursue funding to facilitate the foregoing uses and activities.

11. Except for MRCA's transfer of the Property to the Santa Monica Mountains Conservancy, the County shall have the right of first refusal to the Property, for no consideration (\$0), before the Property can be transferred to any third party. More specifically, prior to the MRCA proposing to transfer the Property to anyone other than the Santa Monica Mountains Conservancy, MRCA shall first provide the County with written notice of the proposed transfer, identifying the proposed transferee ("Proposed Transferee") and generally the terms of the proposed transfer, including transfer date and transfer price, together with MRCA's written offer to the County to convey the Property to the County gratis (for \$0). The County shall have one hundred-fifty (150) calendar days from the date of receipt of the foregoing 150-day written notice and offer to provide the MRCA a duly adopted resolution by the Los Angeles County Board of Supervisors either refusing or accepting that offer. The Los Angeles County Board of Supervisors shall have sole and absolute discretion in refusing or accepting the foregoing offer. The County's refusal of the foregoing offer or County's failure to respond within said 150 days is a pre-condition to any transfer to the Proposed Transferee.

12. In connection with acts or events at the Property occurring or alleged to occur on or after the date of transfer of title to the Property to MRCA, but excluding to the extent resulting from the County's active negligence or willful misconduct, MRCA shall indemnify, defend, and save harmless the County and its special districts, their officials, officers, employees, and agents against any and all liability, claims, expenses, damages, costs, response, remediation, removal, fines, interest, charges, levies, penalties, lawsuits, administrative proceedings, actions, defense costs, or attorneys' and experts' fees (collectively, "Claims") relating to either: i) the MRCA's operation or maintenance of the Property; or ii) the physical condition of the Property, including, without limitation, Claims relating to the threatened, actual, or alleged disposal, discharge, dispersal, release, or escape of any Hazardous Waste (as defined below) into or upon any person, thing, or place, including the land, soil, atmosphere, man-made structure, and any above or below ground watercourse or body of water, including, without limitation, under the Comprehensive Environmental Response Compensation Liability Act, 42 U.S.C. §§9600,

et seq., the Carpenter-Presley-Tanner Hazardous Substance Account Act, Health & Safety Code §§25300, *et seq.*, or under any applicable law.

The term "Hazardous Waste" means any substance, material, or other thing regulated by or pursuant to any federal, state, or local statute or ordinance by reason of its potential for harm to human health or the environment because of its flammability, toxicity, reactivity, or corrosiveness.

13. A. Except as set forth in 13B below and except for Claims to the extent resulting from the County's gross negligence or willful misconduct, BFI shall indemnify, defend, and save harmless the County and its special districts, and their officials, officers, employees, and agents against any and all Claims relating to acts or events at the Property that occurred or alleged occurred prior to the transfer of title to the Property to MRCA, including, without limitation, Claims related to the threatened, actual, or alleged disposal, discharge, dispersal, release, or escape of any Hazardous Waste into or upon any person, thing, or place, including the land, soil, atmosphere, man-made structure, and any above or below ground watercourse or body of water, including, without limitation, under the Comprehensive Environmental Response Compensation Liability Act, 42 U.S.C. §§9600, *et seq.*, the Carpenter-Presley-Tanner Hazardous Substance Account Act, Health & Safety Code §§25300, *et seq.*, or under any applicable law.

B. Notwithstanding the foregoing, in the event that the County becomes vested with an interest in the Property, the above paragraph 13A shall not apply with regard to that new interest in the Property only, in which case, without limiting the provisions in paragraph 3 above, the indemnity provisions in the Original Offer that are applicable to said new interest would apply to BFI and the County.

C. Paragraphs 13A and 13B above shall survive the transfer of title to the Property under this Agreement or any termination of this Agreement.

14. To its best knowledge, without independent inquiry, BFI hereby represents and warrants that there are no pending litigation or proceedings that affect the Property, including, without limitation, before any tribunal or before any administrative agency, and including, without limitation, in which any person or entity alleges the presence, release, threat of release, placement on, under, or about the Property, the use, manufacture, handling generation, storage treatment, discharge, burial, or disposal of any hazardous waste on, under, or about the Property, the transportation of any hazardous waste to or from the Property, or that the Property is in a dangerous condition or state or has been operated or maintained in a negligent or wrongful manner.

15. MRCA or any successor in interest shall be responsible, at MRCA's sole cost and expense, for maintaining all riding and hiking trails on the Property, including, without limitation, all riding and hiking trails referred to in the Trail areas referenced and described in paragraph 5 above (i.e., Strips #1, 2, 3, 4, 7A and 7C), in accordance with the then existing County standards that may be adopted by the County's Department of Parks and Recreation for maintenance of County-owned or operated riding or hiking trails.

16. This Agreement may be executed in counterparts, each of which shall be deemed an integral part of the original.

IN WITNESS WHEREOF, the COUNTY OF LOS ANGELES, a body corporate and politic, by order of its Board of Supervisors, BFI, by and through its duly authorized officers, and MRCA as authorized by Resolution No. 97-134 adopted by its Governing Board on October 6, 1997, have caused this Agreement to be executed on the day and year first above written.

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Chairman, Board of Supervisors


ATTEST:

VIOLET VARONA-LUKENS, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

Approved as to form:

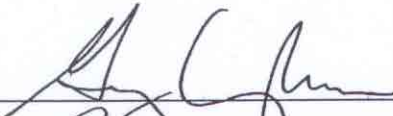
LLOYD W. PELLMAN, County Counsel

By  _____
Deputy

[SIGNATURES CONTINUED ON THE NEXT PAGE]

BFI:

BROWNING-FERRIS INDUSTRIES OF CALIFORNIA, INC.,
a California corporation

By 
Name Greg LOUGHNANE
Title District Manager

By _____
Name _____
Title _____

[SIGNATURES CONTINUED ON THE NEXT PAGE]

BFI:

BROWNING-FERRIS INDUSTRIES OF CALIFORNIA, INC.,
a California corporation

By _____

Name _____

Title _____

By Michael Caprio

Name Michael Caprio

Title Regional Vice President



MRCA:

MOUNTAINS RECREATION AND CONSERVATION AUTHORITY,
a joint exercise powers authority established pursuant to
Government Code Section 6500, et seq.

By Rorie A. Skei

Name RORIE A. SKEI

Title Chief Deputy Executive Officer

DR

sunshine cyn final assignment.wpd

ACKNOWLEDGMENT FORM

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On April 24, 2002, before me, Felicia Lynn Holley, Notary Public the undersigned,

personally appeared Greg Loughrane, District Manager
(insert name and title)

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Felicia Lynn Holley
(Signature)
Felicia Lynn Holley
(Name, Typed or Printed)



ACKNOWLEDGMENT FORM

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, before me, _____ the undersigned,

personally appeared _____
(insert name and title)

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Signature)

(Name, Typed or Printed)

(Seal)

ACKNOWLEDGMENT FORM

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, before me, _____ the undersigned,

personally appeared _____
(insert name and title)

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Signature)

(Name, Typed or Printed)

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa } ss.

On 4-24-02, before me, Ana Karina Gallo Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Michael Caprio
Name(s) of Signer(s)

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence



to be the person ~~whose~~ is are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

WITNESS my hand and official seal.

Ana Karina Gallo
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Los Angeles } SS.

On 4/24/02 before me, Shannon S. Murray,
(DATE) (NOTARY)
personally appeared Rorie Skei
SIGNER(S)

☒ personally known to me

- OR -

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Shannon S. Murray
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgement to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

☐ INDIVIDUAL

☒ CORPORATE OFFICER

Acting Chief Deputy Exec. Officer
TITLE(S)

☐ PARTNER(S)

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Assignment & Assumption Agreement
& Notice of Designated Offeree

TITLE OR TYPE OF DOCUMENT

9

NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Mountain's Recreation & Conservation
Authority

RIGHT THUMBPRINT

OF
SIGNER

Top of thumbprint here

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairman of the Board on all papers, documents, or instruments requiring his/her signature.

The undersigned hereby certifies that on this _____ day of _____, 200_____, the facsimile signature of _____, Chairman of the Board of Supervisors of the COUNTY OF LOS ANGELES was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairman of the Board of Supervisors of the COUNTY OF LOS ANGELES.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

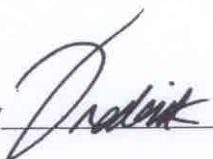

VIOLET VARONA-LUKENS, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

(COUNTY-SEAL)

APPROVED as to form

LLOYD W. PELLMAN, County Counsel

By   _____
Deputy